

Exhibit D

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("**Contract**") is made as of June 9, 2017, by and between SECOND SOUTHERN BAPTIST CHURCH OF NEW YORK, a New York Religious Corporation, having its principal office at 1340 Edward L. Grant Highway, Bronx, New York ("**Seller**"), and S6 REALTY CORP. ("**Buyer**"), a New York corporation, having its principal office at 9 East 167th Street, Bronx, New York 10452.

WITNESSETH

A. Seller is a debtor-in-possession in a Chapter 11 case pending in the United States Bankruptcy Court, Southern District of New York ("**Bankruptcy Court**"), Case No.15-12509-SHL, and the estate of the debtor is the owner of certain improved real property located at 1340 Edward L. Grant Highway, also known as 59A West 170th Street, also known as 53-59 West 170th Street, also known as 53-59 West 170th Street, and also known as 1372A Jessup Avenue, Bronx, New York ("**Property**").

B. Subject to the terms and conditions herein, Buyer desires to purchase the Property on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Seller and Buyer agree as follows:

Section 1. Agreement to Purchase and Sell - Buyer agrees to purchase from Seller and Seller agrees to sell to Buyer, on the terms and conditions stated in this Contract, the Property which consists of commercial property and building further described on Schedule A, which is attached hereto and made a part hereof.

(a) **Purchase Price:** The Purchase Price is \$1,350,000.00 (One Million Three Hundred Fifty Thousand Dollars) (the "**purchase price**" or the "**Purchase Price**").

(b) **Closing.** The Buyer shall pay the Purchase Price within 30 days after the date this Contract is approved by final order of the Bankruptcy Court.

Section 2. Deposit - Upon Seller's execution of this Contract, Buyer shall deliver to Seller the sum of \$135,000.00 (One Hundred Thirty-Five Thousand Dollars) as a deposit ("**Deposit**") which shall include any interest that may accrue thereon, which amount shall be held by counsel for Seller, Reich Reich & Reich, P.C., in a separate interest-bearing account in the name of Reich Reich & Reich, P.C. as attorneys for of Seller. At closing, the Deposit shall be applied against the purchase price. If Buyer fails or refuses to perform its obligations hereunder for any reason other than the default of Seller in performance of Seller's obligations hereunder or a failure of the Bankruptcy Court to approve the transactions set forth in and contemplated by this Contract or to issue the Sale Order as set forth and defined in Section 5(a) below, then Seller may retain the Deposit as more particularly set forth in Section 9 hereof.

Section 3. Title - Title to the Property shall be delivered to Buyer and Buyer agrees to accept such title subject to all of the following ("**Permitted Exceptions**"):

(a) Rights of any utility company to construct, maintain and operate lines, wires, poles, cables, distribution boxes and appurtenances thereto, on, under or across the Property.

(b) Violations of laws, regulations, ordinances, orders or requirements, if any, noted in or issued by any governmental or municipal department or authority having jurisdiction over the Property and any conditions constituting such violations although not so noted or issued. Buyer acknowledges that Buyer shall accept the Premises at closing and shall close title subject to any and all governmental or quasi-governmental violations which may affect the Property as of the date of closing, with no diminution in the purchase price, and with no liability or responsibility of Seller to in any fashion correct any such violations, provided, however, that Seller shall pay any fines & penalties for such violations to the extent that funds are available from the proceeds of the sale. The provisions of this paragraph shall survive the delivery of the deed.

(c) Variations between the lines of record title and fences, hedges and the like and variations between record legal description and tax map description;

(d) Rights contained in instruments of record, if any, so far as the same may be of present force or effect, in favor of any public or quasi-public utility;

(e) Building, zoning and land use restrictions, ordinances and regulations affecting the Property heretofore or hereafter adopted by the State of New York, County of Bronx, City of New York, or by any other governmental authority having jurisdiction thereof, and all amendments or additions thereto now in effect or which are in force and effect on the date of closing hereunder;

(f) Any state of facts which an accurate survey or personal inspection of the Property would show; and

(g) Any and all other covenants, restrictions, agreements, reversions, easements and matters of record.

Section 4. Closing - (a) Closing ("**Closing**") shall take place on a mutually agreed day and time at the office of Reich Reich & Reich, P.C., Seller's attorneys, 235 Main Street, 4th Floor, White Plains, New York 10601.

(b) At the Closing, Seller shall deliver to Buyer the following: (i) a quitclaim deed ("**Deed**") in proper form for recording which shall convey all of Seller's right, title and interest in and to the Property to Buyer, subject only to the Permitted Exceptions; (ii) certificate of non-foreign status pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended; (iii) transfer tax declarations or returns; and (iv) such other documents as may be reasonably necessary and appropriate to consummate the Closing.

(c) At the Closing, Buyer shall pay the Purchase Price (less the Deposit and interest earned thereon).

(d) At the Closing, Buyer shall deliver to Seller the following: (i) transfer tax declarations or returns; and (ii) such other documents as may be reasonably necessary and appropriate to consummate the Closing.

(e) At the Closing, the Seller shall assign to the Buyer all of the Seller's right, title and interest in and to the leases attached hereto and made a part hereof as Exhibit B. Buyer shall assume all liabilities of Seller arising after the date of closing pursuant to the Leases.

(f) Buyer shall pay for (i) recording fees, or other similar fees or assessments; (ii) all costs incurred by Buyer in performing any feasibility studies and related tests and investigations (including any environmental assessments, audits or reports); and (iii) the charges and premium for its title insurance policy and the cost of the survey, if Buyer elects to obtain same. Each party shall pay its own attorneys' fees.

(g) Seller shall pay capital gains taxes, if any, and for documentary stamp taxes and real estate transfer taxes, if any.

(h) If at the time of the delivery of the deed the Property shall be affected by an assessment payable in installments, such assessment and installments, due and payable after the delivery of the Deed, shall not be deemed a lien upon the premises affected thereby, and such subsequent installments shall be payable by the Buyer. The annual installment for the year in which title closes shall be apportioned at Closing in the same manner as property taxes.

(i) Apportionments at Closing: all adjustments of rents, security deposits, taxes (including, but not limited to real estate taxes and BID charges) and water/sewer charges shall be made as of the day immediately preceding the day which title is closing and shall be computed by the calendar year and day method (365 or 366 days).

Section 5. Closing Conditions - (a) The obligation of Seller and Purchaser to comply with and perform under this contract is expressly conditioned upon the issuance of an order by the United States Bankruptcy Court for the Southern District of New York (a) approving the compliance and performance by Seller under this contract, (b) barring forever any Entity (as defined in United States Bankruptcy Code Section 101(15) (an "Entity") from asserting against the Purchaser, its successors and assigns, or against the Property, any mortgages, liens, interests, Claim (as defined in United States Bankruptcy Code Section 101(5)) or monetary encumbrances (including judgment liens) held by such Entity against the Debtor or the Property (collectively "**Liens**"), and (c) if so requested by Seller, allowing the Seller not to pay at closing any sums to remove, remedy or comply with Liens against the Debtor on the Property and instead such Liens are to attach to the proceeds of the sale (the "**Sale Order**").

(b) The obligation of Seller to sell and convey the Property under this Contract is subject to the satisfaction of the following conditions precedent or conditions concurrent (the satisfaction of which, except for (iii), may be waived only in writing by Seller): (i) delivery of all monies, and delivery and execution by Buyer of documents and other instruments required to be delivered by Buyer to Seller with respect to the Closing; (ii) there shall be no material uncured default by Buyer

of any of its obligations under this Contract; and (iii) all of the actions contemplated by this Contract shall have been approved, upon application of the Seller, by the Bankruptcy Court by final non-appealable order as set forth above. The Buyer understands and acknowledges that the application of the Seller for approval of the Contract will provide that the sale to the Buyer contemplated hereby is required by law to be subject to higher and better offers, if any, resulting from the bidding process which will be ordered by the Court. Should the Seller enter into a contract with a higher and better offer and close title under that contract, then in such event, this contract shall be deemed terminated and the Seller shall immediately return to the Buyer the Deposit and all documents deposited by the Buyer with the Seller.

(c) The obligation of Buyer to acquire the Property under this Contract is subject to the satisfaction of the following conditions precedent or conditions concurrent (the satisfaction of which, except for (iii), may be waived only in writing by Buyer): (i) there shall be no material uncured default by Seller of any of its obligations under this Contract; (ii) delivery and execution by Seller of all items and other instruments required to be delivered by Seller to Buyer with respect to the Closing; (iii) all of the actions contemplated by this Contract shall have been approved by the Bankruptcy Court by final non-appealable order; and (iv) the space in the Property currently occupied by the Seller is vacant five (5) days prior to the Closing and at the time of the Closing.

(d) In the event of a failure of any condition contained in Section 5(b) (i) or hereof, and if Seller has not failed to satisfy any of the conditions set forth in Sections 5(c)(i) or (ii), Seller may either: (i) terminate this Contract and retain the Deposit as more particularly set forth in Section 9 hereof, in which event all documents deposited by Buyer shall be immediately returned to Buyer, and all documents deposited by Seller shall be immediately returned to Seller; or (ii) close the transaction.

(d) In the event of a failure of any condition contained in Section 5(c) (i) or (ii) hereof, and if Buyer has not failed to satisfy any of the conditions set forth in Sections 5(b)(i) or (ii), Buyer may, in Buyer's sole discretion, either: (i) terminate this Contract, in which event the Deposit and all documents deposited by Buyer shall be immediately returned to Buyer and all documents deposited by Seller shall be immediately returned to Seller; or (ii) waive such condition and close the transaction without any reduction or offset to the Purchase Price.

(e) In the event of a failure of the condition contained in Sections 5(a), 5(b) (iii) and 5(c)(iii) hereof, this Contract shall automatically terminate, in which event the Deposit and all documents deposited by Buyer shall be immediately returned to Buyer and all documents deposited by Seller shall be immediately returned to Seller and thereupon this Contract shall be of no further force and effect.

Section 6. Broker - Buyer and Seller each warrant and represent to the other that neither has been involved with a real estate broker or agent in connection with the purchase of the Property, other than MK Property Group NYC. Corp. ("Broker") which was retained by Seller pursuant to order of the Bankruptcy Court. Seller shall be solely responsible for and shall pay any commission due to Broker pursuant to a separate agreement, such commission to be paid solely from the proceeds of sale directly payable to the Seller. No one shall have any right to any commission from Seller in connection with this transaction except pursuant to a written agreement signed by Seller

and approved by the Bankruptcy Court. The representations and warranties set forth in this Section 6 shall survive the Closing and not be merged therein.

Section 7. Entry on Property - Buyer will prevent its employees, agents, contractors and subcontractors, and the employees of any of them, from entering the Property prior to the Closing unless (i) prior notice thereof is given to Seller and (ii) Buyer agrees in writing in form and substance satisfactory to Seller, to indemnify and hold harmless Seller from any claims or liability of any kind or nature, including attorneys' fees and court costs, arising out of or related to any entry upon the Property by any such persons. Buyer will not be permitted to perform any work on the Property prior to the Closing unless otherwise agreed in writing.

Section 8. Buyer Accepts Property "As Is" - (a) Buyer acknowledges for itself and its successors and assigns, that Buyer (i) has been given a reasonable opportunity to inspect and investigate the Property and all aspects relating thereto, either independently or through agents and experts of Buyer's choosing; and (ii) is acquiring the Property based upon Buyer's own investigation and inspection thereof. SELLER AND BUYER AGREE THAT THE PROPERTY SHALL BE SOLD AND THAT BUYER SHALL ACCEPT POSSESSION OF THE PROPERTY ON THE CLOSING DATE "AS IS, WHERE IS, WITH ALL FAULTS" WITH NO RIGHT OF SET-OFF OR REDUCTION IN THE PURCHASE PRICE AND THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, SUCH SALE SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF SELLER OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTY OF INCOME POTENTIAL OPERATING EXPENSES, USES, AND MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER DOES HEREBY DISCLAIM AND RENOUNCE ANY SUCH REPRESENTATION OR WARRANTY. BUYER SPECIFICALLY ACKNOWLEDGES THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER OR ANY AGENTS OR BROKERS AS TO ANY MATTER CONCERNING THE PROPERTY.

(b) In addition to and not by way of limitation of the sale of the Property on an "AS IS" basis under this Contract, Buyer acknowledges that Seller makes no representations or warranties whatsoever regarding the presence or absence of any hazardous materials in, at, or under the Property. Seller shall have no obligation for the clean-up, removal or remediation of any hazardous materials. Under no circumstances whatsoever shall Buyer or its successors or assigns, or any person claiming any interest in the Property from, through or under Buyer, have any right or claim of any kind or nature whatsoever against Seller as the result of any matter related to such hazardous substances, all of which rights and claims are hereby released. Buyer has made such studies and investigations, conducted such tests and surveys, and engaged such specialists as Buyer has deemed appropriate to evaluate fairly the Property and its risks from an environmental and hazardous materials standpoint. Notwithstanding anything herein to the contrary, the acknowledgments of Buyer set forth in this Section 8(d) shall survive the Closing.

Section 9. Performance - If Buyer is unable or fails to perform any of its obligations under this Contract, Seller, with the consent of Lender, shall be entitled to terminate this Contract and retain the Deposit as liquidated damages. Buyer acknowledges that Seller's damages would be difficult to determine and that such sum is a reasonable estimate of Seller's damages. Buyer and

Seller further agree that this Section 9 is intended to, and does, liquidate the amount of damages due Seller, and shall be the exclusive remedy of Seller against Buyer, both at law and in equity arising from or related to a breach by Buyer of its obligation to consummate the transaction contemplated by this Contract.

Section 10. Inability to Convey - If Seller is unable to convey title in accordance with this Contract for any reason other than Buyer's default, the sole obligation of Seller shall be to refund the Deposit and all interest accrued thereon to Buyer, and upon such refund, this Contract shall be considered canceled, whereupon neither party shall have any liability to the other hereunder except as to Sections 6 and 8, which shall survive such cancellation.

Section 11. Successors and Assigns - This Contract shall bind Buyer and Seller and anyone succeeding to their interests in this Contract. Buyer shall have the right, by written notice to Seller not less than five (5) business days prior to Closing, to designate another entity to take title to all or any part of the Property. No such designation shall be valid unless and until Buyer has delivered to Seller an agreement whereby such designee shall assume the performance of and agree to be bound by all of the terms, covenants and conditions of this Contract. Notwithstanding such designation, the original named Buyer hereunder shall remain liable for all of the obligations of Buyer under this Contract and both the original named Buyer and such designee shall be deemed assumed the responsibility and liability described in Section 8(b). Except to the extent otherwise set forth herein, Buyer shall have no right to assign this Contract or its rights hereunder without the prior written consent of Seller. Nothing in this Section 11 shall be deemed to entitle Buyer to any extension of time under any provision of this Contract.

Section 12. Amendment - This Contract represents the parties' entire agreement. It supersedes all prior statements, negotiations and agreements, whether written or oral. This Contract may not be amended, altered or modified except by a written instrument executed by the party to be bound.

Section 13. Notices - During the term of this Contract, or until written notice of a change in address is delivered to the other parties, notices shall be sent in writing and delivered personally or sent by certified mail or by overnight delivery by a nationally recognized carrier to the following addresses:

To Seller: c/o Reich Reich & Reich, P.C.
235 Main Street, 4th Floor
White Plains, NY 10601

To Buyer: c/o Edward Shendell, Esq.
One James Avenue
Port Washington, NY 11050

All such notices shall be deemed to have been given on the date they are delivered personally, on the business day after the date on which they were sent by overnight delivery, or four days after the date they were sent by certified mail.

Section 14. Choice of Law - This Contract shall be governed by and construed in accordance with the laws of the State of New York.

Section 15. Recording - Neither this Contract nor any evidence of it shall be recorded.

Section 16. Severability - The invalidity or unenforceability of any provision of this Contract shall, at the option of either party, invalidate the entire Contract. Otherwise, the remainder of this Contract shall remain in full force and effect.

Section 17. Attorneys' Fees - If litigation arises out of or in connection with enforcement of this Contract, the prevailing party shall be entitled to recover its reasonable litigation costs, including expert witness fees and attorneys' fees.

Section 18. Buyers Representations - Buyer represents, warrants, and covenants to Seller that:

(a) Buyer (i) is a corporation, partnership, limited liability company, trust, association, municipal corporation or other applicable entity, as set forth in the introductory paragraph hereof, duly organized, validly existing and in good standing under the laws of the state of its organization as specified in such introductory paragraph, and if not organized in New York is duly qualified to do business in the State of New York, (ii) has the full power and authority to purchase the Property and to execute this Contract and all documents contemplated hereby, and (iii) has taken all actions and obtained all consents and approvals required for the consummation of the transactions contemplated by this Contract.

(b) This Contract constitutes valid and binding obligations of Buyer and is enforceable against Buyer in accordance with its terms. The execution of this Contract, delivery of the Deposit and the balance of the Purchase Price and all required documents, Buyer's performance of this Contract and the transaction contemplated hereby have been duly authorized by the requisite action on the part of Buyer.

(c) Neither the execution and delivery of, nor the performance under, this Contract or any other document executed and delivered by Buyer or any assignee or designee of Buyer (either contemporaneously herewith or at the Closing) in connection with this transaction is precluded by, will conflict with, result in a breach of or violate, any provision of (i) any existing Federal, state, local or other governmental or quasi-governmental law, statute, ordinance, restriction, rule or regulation, or (ii) any judgment, order decree, writ or injunction of any court or governmental department, commission, board, bureau, agency or instrumentality applicable to Buyer or such assignee or designee.

Section 19. Seller's Representations - Seller represents, warrants, and covenants to Buyer that:

(a) Seller is the debtor-in-possession in a Chapter 11 case pending in the United States Bankruptcy Court, Southern District of New York (Case No.15-12509-SHL).

(b) The submission of this agreement shall not constitute an offer by Seller to execute and exchange the same with Buyer, and is made subject to Seller's acceptance and execution thereof, and Seller is in no way bound under this Contract until it has been executed by the Seller.

(c) Neither the execution and delivery of, nor the performance under, this Contract or any other document executed and delivered by Seller (either contemporaneously herewith or at the Closing) in connection with this transaction is precluded by, will conflict with, result in a breach of or violate, any provision of (i) any existing Federal, state, local or other governmental or quasi-governmental law, statute, ordinance, restriction, rule or regulation, or (ii) any judgment, order decree, writ or injunction of any court or governmental department, commission, board, bureau, agency or instrumentality applicable to Seller.

(d) If any part or provision of this contract shall be finally determined to be void, illegal or legally unenforceable by any Court of competent jurisdiction, such determination shall not effect the validity of any other part or provisions of this contract, all of which shall remain in full force and effect as between Seller and Purchaser.

(e) No failure on the part of the Seller to exercise and no delay in exercising any right or remedy hereunder shall act as a waiver thereof, nor shall any single or partial exercise by the Seller of any right or remedy hereunder preclude any other or further exercise thereof. In the event that the Seller waives any default of the Buyer hereunder, such waiver shall not be construed as a waiver of any other default. No prior course of dealing between the parties or the respective attorneys or custom within the real estate industry shall in any way, manner or form modify or supplement the terms and conditions of this agreement.

(f) There are no other leases, licenses, occupants or tenancies at or for the Property except as set forth on Exhibit B and that no other person or entity have any other rights of tenancy or occupancy in or to the Property.

- Signature Page Follows -

Section 20. Acceptance of Deed - The acceptance of the Deed by Buyer shall be deemed to be a full performance of and discharge of any and all agreements and obligations on the part of Seller to be performed pursuant to the provisions of this Contract, except for such provisions of this Contract as are expressly stated to survive the delivery of the Deed.

Seller - Second Southern Baptist Church of New York

By: 

Name: Mary Williams

Title: Vice-President Board of Trustees

Buyer - S6 REALTY CORP.

By: 

Shalev Shoshani, Vice President

Exhibit A

SCHEDULE A

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Bronx, City and State of New York, bounded and described as follows:

BEGINNING at the intersection of the northerly side of West 170th Street and the easterly side of Jessup Avenue, as said street and avenue are now legally opened; running thence northerly along the easterly side of Jessup Avenue 105.86 feet; thence easterly at right angles to Jessup Avenue, 78.89 feet to the westerly side of West 170th Street; thence southwesterly along the westerly side of West 170th Street, 119.30 feet to the intersection of the westerly side of West 170th Street and the northerly side of West 170th Street; and thence westerly along the northerly side of West 170th Street, 23.89 feet to the point or place of BEGINNING.

Being the same premises as was conveyed to the Second Southern Baptist Church of New York by Deed from Popham Realty Corp. dated December 24, 1976 which was recorded in Bronx County Registrar's Office on December 28, 1976.

Exhibit B

COMMERCIAL Double Net LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and effective November 1st, 2010 [Date] by and

between Mario Delbarrin (property manager)

[Landlord] (Landlord) and GRANT PHARMACY, INC. [Tenant] (Tenant).

Landlord is the owner of land and improvements commonly known and numbered as:

1340 Edward Grant Hwy, Bronx, NY 10452 [Address of Building]

and legally described as follows (the "Building").

[Legal Description of Building]

Landlord makes available for lease a portion of the Building designated as

[Suite or Other Number of Leased Building] (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an initial Term beginning November 1st, 2010 [Start Date] and ending _____.

November 1, 2016 (FD) (End Date). Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

B. Tenant may renew the Lease for one extended term of 5 years (FD) (Renewal Term). Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the initial term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

2. Rental.

A. Tenant shall pay to Landlord during the initial term rental of \$21,600.00 (Annual Rent) per year, payable in installments of \$1,800.00 (Monthly Rental Amount) per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at (Property Manager will pick rent) (Landlord's Designated Payment Address) or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. Tenant shall also pay to Landlord a "Security Deposit" in the amount of _____ (Security Deposit).

B. The rental for any renewal lease term, if created as permitted under this Lease, shall be \$21,600.00 (Annual Rent in Renewal Term) per year payable in installments of \$1,800 (Monthly Rental Amount) per month.

3. Use.

Notwithstanding the foregoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4. Sublease and Assignment.

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

5. Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

6. Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

7. Property Taxes.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises.

B. Insurance:

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

9. Utilities.

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amounts within fifteen (15) days of invoice. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

10. Signs.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

12. Parking.

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees. Tenant shall provide Landlord with a list of all license numbers for the cars owned by Tenant, its agents and employees. Separated structured parking, if any, located about the Building is reserved for tenants of the Building who rent such parking spaces. Tenant hereby leases from Landlord _____ [Number of Parking Spaces] spaces in such structural parking area, such spaces to be on a first come-first served basis. In consideration of the leasing to Tenant of such spaces, Tenant shall pay a monthly rental of _____ [Parking Space Rental] per space throughout the term of the Lease. Such rental shall be due and payable each month without demand at the time herein set for the payment of other monthly rentals, in addition to such other rentals.

13. Building Rules.

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. The initial rules for the Building are attached hereto as Exhibit "A" and incorporated herein for all purposes.

14. Damage and Destruction.

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain

necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

15. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

16. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

17. Condemnation.

If any legally constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

18. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attesting to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

19. Security Deposit.

21. Brokers.

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

22. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

23. Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

24. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

25. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

26. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

27. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

28. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

29. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

30. Governing Law

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of New York.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.



[Landlord Signature]

Mark DeBour



[Tenant Signature]

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Bidder to be added if necessary.

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No Waiver

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Tenants' Rights:

Use Prohibited:

B7. Tenant agrees that the value of the leased premises and the reputation of the Owner will be seriously injured if the named premises are used

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... ..

the 15th of the month shall include a 15.00.

ively signed and sealed this lease as of the day and year first

SECOND SOUTHERN BAPTIST CHURCH OF WRE

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[Handwritten signature]

By: Mario Delbrun

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Jesus Jimenez

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STANDARD FORM OF STORE LEASE
The Real Estate Board of New York, Inc.

8/99

Agreement of Lease, made as of this _____ day of _____ in the year _____, between _____

party of the first part, hereinafter referred to as OWNER, and

Belmont Rodriguez

party of the second part, hereinafter referred to as TENANT,

Witnesseth: Owner hereby leases to Tenant and Tenant hereby hires from Owner

in the building known as **a portion of 59 W West 170th Street**
in the Borough of **City of New York** for the term of **7 years**

for which such term shall sooner cease and expire as hereinafter provided, to commence on the
day of **November** in the year **2014** and to end on the
day of _____ in the year _____
both dates inclusive; at an annual rental rate of **\$13,200 payable monthly at \$1100 per month**

which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said term, in the office of Owner or such other place as Owner may designate, without any set-off or deduction whatsoever, except that Tenant shall pay the first monthly installment(s) on the execution hereof (unless this lease be a renewal);

In the event that, at the commencement of the term of this lease, or thereafter, Tenant shall be in default in the payment of rent to Owner pursuant to the terms of another lease with Owner or with Owner's predecessor in interest, Owner may at Owner's option and without notice to Tenant add the amount of such arrears to any monthly installment of rent payable hereunder and the same shall be payable to Owner as additional rent.

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

Rent: 1. Tenant shall pay the rent as above and as hereinafter provided.
Occupancy: 2. Tenant shall use and occupy the demised premises for

Barney store

and for no other purpose. Tenant shall at all times conduct its business in a high grade and reputable manner, shall not violate Article 37 of the New York City Code, and shall keep show windows and signs in a neat and clean condition.

Alterations: 3. Tenant shall make no changes in or to the demised premises or any fixture or fixture of Owner's part without consent. Subject to the prior written consent of Owner, and to the payment of this article, Tenant, at Tenant's expense, may make alterations, installations, additions or improvements which are structural and which do not affect utility services or plumbing and electrical lines, in or to the interior of the demised premises by using contractors or mechanics not approved in each instance by Owner. Tenant shall before making any alterations, additions, installations or improvements, at its expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and upon completion of such work shall submit to Owner and shall deliver promptly to Owner all such permits, approvals and certificates to Owner and Tenant covenants to carry out and will cause Tenant's contractors and sub-contractors to carry out Tenant's obligation. General liability, personal and property damage insurance as Owner may require. If any mechanic's lien is filed against the demised premises, or the building of which the same forms a part, or work claimed to have been done for or materials furnished to Tenant, whether or not done pursuant to this article, the same shall be discharged by Tenant within 30 days (exclusive of Tenant's expense, by payment or tender to the person or persons by law, all claims and all pending judgments, claims and the judgments, rendered by the demised premises at any time, claim by Tenant or by Owner or Tenant, shall upon installation, become the property of Owner and shall remain upon and be extinguished with the demised premises unless Owner, by notice to Tenant no later than twenty days prior to the date when the termination of this lease, shall to follow-up Owner's notice direct and to have them removed by Tenant, in which event, the same shall be removed from the demised premises by Tenant prior to the expiration of the lease, at Tenant's expense. Nothing in this article shall be construed to give Owner title to, or possession of, Tenant's inventory, goods, fixtures, movable, plants, furniture and equipment, but upon removal of same from the demised premises at upon removal of other installations it may be removed by Owner. Tenant shall immediately and at its expense, report and restore the demised premises to the condition existing prior to any such installation, but repair any damage to the demised premises or the building in each removal. All property permitted to be removed by Tenant at the end of the term remaining in the demised premises after Tenant's removal shall be deemed abandoned and may, at the discretion of Owner, either be retained as Owner's property or may be removed from the demised premises by Owner at Tenant's expense.

Repairs: 4. Owner shall maintain and repair the public portions of the building, both exterior and interior, except that if Owner allows Tenant to erect on the outside of the building a sign or signs, or a hoist, lift or mechanical structure for the exclusive use of Tenant, Tenant shall maintain such exterior installations in good appearance, shall cause the same to be operated in a good and workmanlike manner, shall make all repairs thereto necessary to keep same in good order

and condition, at Tenant's own cost and expense, and shall cause the same to be covered by the insurance provided for hereafter in Article 8. Tenant shall, throughout the term of this lease, take good care of the demised premises and the fixtures and improvements therein, and the contents adjacent thereto, and at its sole cost and expense, make all such repairs, repairs thereto and when asked to inspect them in good working order and condition, reasonable wear and tear, (excluding and excluding from the elements due to other facility, equipment, of the demised premises, be or become infested with vermin. Tenant shall at Tenant's expense, cause the same to be exterminated from time to time to the satisfaction of Owner. Except as specifically provided in Article 9 or elsewhere in this lease, there shall be no allowance to the Tenant for the diminution of rental value and no liability on the part of Owner by reason of improvement, annoyance or injury to business arising from Owner, Tenant or others, making or failing to make any repairs, alterations, additions or improvements in or to any portion of the building, including the creation or operation of any crane, elevator or mechanical device, by or in the demised premises, or the building, improvements to equipment thereof. It is specifically agreed that Tenant shall be not entitled to any refund or reduction of rent by reason of any failure of Owner to comply with the provisions of this or any other article of this lease. Tenant agrees that Tenant's sole remedy at law in such instance shall be by way of an action for damages for breach of contract. This provision of this article, with respect to the making of repairs shall not apply in the case of fire or other casualty, which are dealt with in Article 9 hereof.

Window Cleanings: 5. Tenant will not clean or require, permit, suffer or allow any window in the demised premises to be cleaned from the outside in violation of Section 202 of the New York State Labor Law or any other applicable law or of the Rules of the Board of Standards and Appeals, or of any other Board or body having or asserting jurisdiction.

Requirements of Law, Fire Insurance: 6. Prior to the commencement of the lease term, if Tenant is then in possession, and at all times thereafter, Tenant, or Tenant's sole and separate, shall promptly comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law, and all orders, rules and regulations of the New York Board of Fire Underwriters, the Insurance Services Office, or any similar body which shall impose any violation, order or duty upon Owner or Tenant with respect to the demised premises, and with respect to the portion of the sidewalk adjacent to the demised premises, if the demised premises are on the street level, whether or not driving out of Tenant's use or manner of use thereof, or with respect to the building, if arising out of Tenant's use or manner of use of the demised premises or the building (including the use permitted under the lease), except as provided in Article 29 hereof, nothing herein shall

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of which the limited promises set forth herein shall be deemed to be a part. In consideration of such subscription, Tenant shall, from time to time execute promptly any and all documents and instruments which may be required by the Owner, his heirs, assigns, attorneys-in-fact and agents, and shall execute and deliver to the Owner, his heirs, assigns, attorneys-in-fact and agents, any and all other documents and instruments which may be required by the Owner, his heirs, assigns, attorneys-in-fact and agents, in order to carry out the purposes of this lease. The Tenant shall be deemed to be a part of the property of which the limited promises are a part. In consideration of such subscription, Tenant shall, from time to time execute promptly any and all documents and instruments which may be required by the Owner, his heirs, assigns, attorneys-in-fact and agents, and shall execute and deliver to the Owner, his heirs, assigns, attorneys-in-fact and agents, any and all other documents and instruments which may be required by the Owner, his heirs, assigns, attorneys-in-fact and agents, in order to carry out the purposes of this lease.

3. Owner or its agents shall not be liable for any damage to property of Tenant or its persons entrusted to employees of the building, not for loss of, or damage to, any property of Tenant by theft or otherwise, nor for any injury or damage to persons or property resulting from any cause of whatsoever nature, except as otherwise provided in the lease.

10. The amount of the cash Tenant shall pay into possession of the Landlord for and during the term of this lease, shall be deemed to be an amount due with respect to the use of the Premises. Such policy or policies shall be delivered to the Owner. On Tenant's default in obtaining or delivering any such policy or policies or failure to pay the same hereunder, Owner may sue or cause to sue the landlord for any such policy or policies and charge the Tenant an additional rent therefor.

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that lease money to the arts and commissions of any subordinate and any agent, contractor, employee, inmate or licensee of any subordinate. It is no action or proceeding is brought against Owner or by reason of any such claim, Tenant, such written notice from Owner, will, and Tenant's actions, shall be deemed such action or proceeding by either approved by Owner in writing, such approval not to be conclusively withheld.

9. (a) If the insured premises or any part thereof shall be damaged by fire or other casualty, the Insurer shall pay the Insured the amount of the loss sustained by the Insured in the case shall continue to take place and which occurs as the summer season. (b) If the insured premises are partially damaged or rendered partially unusable by fire or other casualty, the Insured herein shall be required to pay the balance of the loss sustained by the Insured in the case shall continue to take place and which occurs as the summer season.

completed, shall be appropriate from the day following the death of the decedent to the date the decedent's premises become available. (b) If the decedent's premises are totally destroyed or rendered wholly unusable by fire or other casualty, then the rent and other terms of said lease shall be terminated. If the premises are partially destroyed or rendered wholly unusable, then the rent and other terms of said lease shall be proportionately reduced to the extent the premises are unusable. The rent and other terms of said lease shall be terminated if the premises are destroyed or rendered wholly unusable by fire or other casualty. The rent and other terms of said lease shall be terminated if the premises are destroyed or rendered wholly unusable by fire or other casualty.

then that they be surrendered as provided in subdivision (a) above, since the Owner's right to use the property is the same as for a permanent easement. If the easement premises are required to be demolished (whether or not the demolished premises are damaged in whole or in part) or the building shall be so damaged that the Owner shall decide to demolish or to rebuild at least any of such premises, the Owner may elect to terminate this lease by written notice to Tenant, given within 60 days after such fire or casualty or 30 days after the date of the fire or casualty, if the fire or casualty is not a fire or casualty.

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possible, all of Tenant's tangible inventory and movable cash, furniture, and other property. Tenant's liability for rent shall become five days after written notice from Owner that the leased premises are substantially vacant.

5. Rider to be added if necessary.

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15-24	12	13	14	15
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227 of the Real Property Law and agrees that the provisions of this article shall

70. If the whole or any part of the demised premises shall be acquired or condemned by National Drainage or any public or municipal corporation, then and in that event, the term of this lease shall cease and terminate from the date of the vesting in such corporation, and Tenant shall have no claim for the value of the premises or of said lease. Tenant shall have the right to make an independent claim of said lease. Tenant shall have the value of Tenant's moving expenses and the amount payable for the fixtures and equipment owned by Tenant and installed on the premises.

**Assignment,
Mortgage
Bids:**

shall not assign, mortgage or encumber the same, nor transfer, in whole or in part, the same, nor interest therein, or suffer or permit the same to be so transferred, or to be so assigned, mortgaged, encumbered or transferred, in whole or in part, without the written consent of the other party to this agreement. If any party to this agreement shall, in violation of the foregoing provisions, assign, mortgage, encumber or transfer, in whole or in part, the same, or suffer or permit the same to be so assigned, mortgaged, encumbered or transferred, in whole or in part, the party so doing shall be deemed to have breached this agreement, and the other party to this agreement shall be entitled to sue for and recover damages for breach of this agreement, together with the costs of suit, and to enforce the specific performance of this agreement.

the occasion, and show the specimens collected in the vent during previous attacks on such occasions, and, if necessary, specimens of collected shall be deposited in favor of the physician or the acceptance of the assistance under such treatment as he may deem proper. It shall remain for the further performance of the same, or compliance on the part of the female hereto contained, the consent by Oweas or an assignment or understanding shall not in any wise be construed to relieve the female from complying the express

Detective _____
Current _____
Police _____

which, in Owner's opinion, reasonably constructed, will provide such installations or interfere with the use thereof by other tenants of the building. The change at any time of the character of electric service shall not make Tenant liable or responsible to Tenant, for any loss, damage or expense which Tenant may sustain.

Access to 13. Owner or Owner's agents shall have the right

Premises: (a) shall not be obligated to enter the demised premises in any emergency at any time, and at other reasonable times, to examine the same and to make such repairs, replacements and improvements as Owner may deem necessary and reasonably desirable to any portion of the building or of which Owner may elect to perform in the demised premises; following Tenant's failure to make repairs or perform any work which Tenant is obligated to perform under the terms of the Lease, the building shall have less ventilation

Owner to use said materials and replace pipes and conduits in and through the demised premises and to erect new pipes and conduits hereafter provided they are concealed within the walls, floors or ceiling, as may be practicable. Owner may, during the progress of any work in the demised premises, take any necessary materials and equipment into and remove them from the demised premises, and may, during the progress of any work, remove any material within the same constituting an obnoxious or unsafe condition, but shall be liable

to any assignment of rent while such work is in progress, nor to any damages by reason of loss or interruption of business or otherwise. Throughout the term hereof Owens shall have the right to enter the premises to make any reasonable repairs for the purpose of showing the same to prospective purchasers or mortgagees of the building, and during the first six months of the term for the purpose of showing the same to prospective tenants and may, during said six months period, place on the premises a sign or signs, in letters, figures or other sales, which

any person, firm or corporation shall permit to remain on premises without justification. Tender is not intended to create or protect an "entry track" for the candidate premises. Owner or Owner's agents may enter the same whenever such entry may be necessary for maintenance or operation of the facility, and provided reasonable care is exercised to not cause Tenant's property or other entry shall not render Owner or its agents liable therefor, nor in any event shall the obligations of Tenant hereunder be affected. "Holding

first month of the term, Tenant shall have removed all of substantially any Toxicology property therefrom. Owner may immediately enter all premises and/or re-occupy the demised premises without limitation of time and without incurring liability to Tenant for any compensation and such act shall have no effect on this lease or Tenant's obligation hereunder. Owner shall have the right at any time, without the same constituting an eviction and without incurring liability to Tenant therefor to change the agreement and/or location of public entrance, pass

ways, doors, doorways, corridors, elevators, stairs, foyers, or other public parts of the building; and to change the name, number designation by which the building may be known.

23. If Owner is unable to give possession of the demised premises on the date of the expiration of the term hereof, because of the holding over or retention of possession of any tenant, subtenant or occupants, or if the demised premises are located in a building being constructed, because such building has not been sufficiently completed

Grammar's Residence

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fully ready for Tenant's occupancy. (c) Nothing contained in this article shall relieve the Landlord from liability for any loss or damage to the property or other property caused by negligence of the Landlord or his agents, employees or independent contractors. (d) No person shall have any right to any improvement or extension of the property or other property without the written consent of the Landlord. (e) No person shall have any right to any improvement or extension of the property or other property without the written consent of the Landlord. (f) No person shall have any right to any improvement or extension of the property or other property without the written consent of the Landlord. (g) No person shall have any right to any improvement or extension of the property or other property without the written consent of the Landlord. (h) No person shall have any right to any improvement or extension of the property or other property without the written consent of the Landlord. (i) No person shall have any right to any improvement or extension of the property or other property without the written consent of the Landlord. (j) No person shall have any right to any improvement or extension of the property or other property without the written consent of the Landlord. (k) No person shall have any right to any improvement or extension of the property or other property without the written consent of the Landlord. (l) No person shall have any right to any improvement or extension of the property or other property without the written consent of the Landlord. (m) No person shall have any right to any improvement or extension of the property or other property without the written consent of the Landlord. (n) No person shall have any right to any improvement or extension of the property or other property without the written consent of the Landlord. (o) No person shall have any right to any improvement or extension of the property or other property without the written consent of the Landlord. (p) No person shall have any right to any improvement or extension of the property or other property without the written consent of the Landlord. (q) No person shall have any right to any improvement or extension of the property or other property without the written consent of the Landlord. (r) No person shall have any right to any improvement or extension of the property or other property without the written consent of the Landlord. (s) No person shall have any right to any improvement or extension of the property or other property without the written consent of the Landlord. (t) No person shall have any right to any improvement or extension of the property or other property without the written consent of the Landlord. (u) No person shall have any right to any improvement or extension of the property or other property without the written consent of the Landlord. (v) No person shall have any right to any improvement or extension of the property or other property without the written consent of the Landlord. (w) No person shall have any right to any improvement or extension of the property or other property without the written consent of the Landlord. (x) No person shall have any right to any improvement or extension of the property or other property without the written consent of the Landlord. (y) No person shall have any right to any improvement or extension of the property or other property without the written consent of the Landlord. (z) No person shall have any right to any improvement or extension of the property or other property without the written consent of the Landlord.

No Waiver

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Summary

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Definitions

Tenant's proportionate share as determined by landlord.

Engineers contract with respect to HVAC service. Wherever the
unreasonably provided in this lease that consent shall not be unreasonably
withheld, such consent shall not be unreasonably delayed.

[illegible][illegible]

36. Owner shall replace, without expense to Tenant, any and all plate and cutler glass damaged or broken from any cause whatsoever, and should the Owner may incur any cost and should the Owner desire to insure, the glass in the damaged premises, at Tenant's expense, all plate and the premiums therefor shall be required by Owner. Such damages to Owner may occur, and shall be due from and payable by Tenant, with interest, and the amount thereof shall be deemed to be, and be paid as, additional rent.

40. Tenant shall pay all its own utilities for the leased premises.

The ~~Parties~~ Joint Owner and Tenant have respected above written.

Witness for Owner:

Witness for Tenant

[illegible]

38. That, at any time, and from time to time, upon or after 10 days prior notice by Owner, shall occur, any and all bills and delivery to Owner, and/or in any such bill, that the same is immaterial, and that it is stated that if there have been no such bills, then the same is in full and final settlement of all claims, the full amount of the same, and all other bills and additional bills have been paid and shall be paid, and the balance of all bills by Owner under this lease, and also, specifying each such default.

39. These covenants, conditions and agreements are contained in this lease, shall bind and run to the benefit of Owner, and shall not be enforceable by any third parties, successors, administrators, assignees or assigns of either party. The lease shall terminate and the interest in the land and buildings for the satisfaction of Tenant's obligations shall be subject to the satisfaction of the obligations of Tenant in full payment of the debt incurred against Owner by the effect of a judgment of the court and in other property or assets of either party for Owner's obligations. If the court orders the sale of any such property for any reason, namely, to satisfy a judgment, order, decree or undischarged shall be subject to the satisfaction of the obligations of Tenant's liabilities under, or with respect to, this lease, the relationship of Owner and Tenant hereunder, or Tenant's use and occupancy of the premises, premises.

Business Address

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First Name

STATE OF NEW YORK

GUNNEY, DE

On: 11/11/19

me, the undersigned, a Notary Public in and for said State, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notes

IMPORTANT - PLEASE READ

REPORT

RULES AND REGULATIONS ATTACHED TO AND
MADE A PART OF THIS LEASE
IN ACCORDANCE WITH ARTICLE 25.

7. Freight, insurance, business equipment, merchandise and bulky matter of any description shall be delivered to and removed from the premises only on the freight elevators and through the entrances and exits, and only during hours and in a manner provided by Owner. Owner reserves the right to inspect all freight brought into the building and to exclude from the building all freight which violates any of these Rules and Regulations or the terms of which these Rules and Regulations are a part.

8. Owner reserves the right to exclude from the building between the hours of 10 P.M. and 6 A.M. and all hours on Sundays and the following persons who do not reside in the building and who are: (a) all persons who are not the tenants of the building and who Owner will furnish passes responsible for all persons for whom it requests such pass, and shall be liable to Owner for all loss of such person.

9. Owner shall have the right to prohibit any advertising by Tenant which, in Owner's opinion, tends to impair the reputation of Owner or the building's desirability as a building for stores or offices, and upon written notice from Owner, Tenant shall refrain from or discontinue such advertising.



10. The items shall not be of or from (a) a source or kept in or on the demised premises, any infrastructure, equipment or explosive, or hazardous fluid, material, chemical or substance, or cause or contribute to any fire, explosion, process, or any chemical or other objectionable action, to participate in or emanate from the demised premises.

11. Tenant shall not place a load on any floor of the leased premises exceeding the floor load standards set forth in which was designed to carry and support the weight of the load, and which is approved by the Owner. Owner reserves the right to prescribe the weight and location for all sales, business machines, and mechanical equipment. Such installation shall be placed and maintained by Tenant at Tenant's expense. It is the duty of the Owner's judgment to absorb and prevent vibration, noise and movements.

[illegible]

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EDUCATION: GRADUATE

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25. It is mutually agreed by and between Owner and Tenant that the premises hereby leased shall and they hereby do waive their right in any and all proceedings or controversies, in law or in equity, to the other (except for personal injury or property damage), whether arising out of or from any injury or property damage on any matter, relationship of Owner and Tenant, was connected with, its lease, the demised premises, and any emergency, liability of any character of the premises. It is further mutually agreed by and between Owner and Tenant that neither party shall have any right to sue the other, nor to prosecute or defend any proceeding or action for the other, nor to prosecute or defend for possession of the premises, including a writ or to oppose any condemnation of whatever nature, against any such proceeding, including a condemnation under Article 4, except for injury, mandatory condemnations.

[illegible][illegible]

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27. Except as otherwise in this lease provided, a bill, statement, notice or communication, which Owner may cause or be required to give to Tenant, shall be personally or sent by registered or certified mail, delivered to Tenant at the address of Tenant, or, if no address is given, delivered to the building or to the simplest premises from which it can be delivered to the residence address or business address of Tenant, or to the last known address of Tenant, or to the address of the premises, or to any of the foregoing addresses addressed to Tenant, and the time of the mailing of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is delivered to Tenant, mailing to be left at the premises as aforesaid provided. Any notice by Registered Mail to Owner must be served by registered or certified mail addressed to Owner at the address last heretofore given or at such other address as Owner shall designate by written notice.

Changes:

34. If Tenant receives, uses or consumes water for any purpose, in addition to ordinary laundry purposes, (for example, for swimming, tanning, etc.) then Tenant agrees to pay to Owner the cost of the water for the use of the water meter for the cost of the meter and the cost of the installation thereof, and the cost of the installation of the water meter throughout the duration of Tenant's occupancy. Tenant shall keep all water meter and installation equipment in good working order and repair, at Tenant's sole cost and expense. Tenant agrees to pay for water consumption in excess of the water meter and when bills are rendered. Tenant covenants and agrees to pay for the water charges on any other meter, run, levy or charge which now or hereafter is placed on any line upon the demised premises or the reality of which they are dependent in law, order or regulation, however related to connection with the use, consumption, maintenance or supply of water, water system or sewage or sub-connection or system. The bill rendered by Owner shall be paid to be filled in or deleted.

shall be payable by Tenant as and for rent. If the building or the land is destroyed, or any part thereof, by fire, lightning, or other natural calamity, which water is also supplied to other premises, the Tenant shall pay to Owner as and for rent, on the first day of each month, one percent of the total water charges, as if Tenant's portion, independently of and in addition to the portion reserved to Owner hereinafter or elsewhere in this lease, the premises reserved to Tenant were destroyed or otherwise damaged, and the amount due for such water charges to be paid by Tenant or paid by Owner for and on the account of the premises hereinafter set forth.

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Supervisory

on the first day of each month during the term of this lease, as Tenant's portion of the contract price for sprinkler supervisory service.

Page 10

20. As long as Tenant is not in default of any of the covenants of this lease beyond the stipulated period of payment in this lease for the current month, Tenant shall have the right to use the building for business use, from 9:00 a.m. to 6:00 p.m. and on Saturday from 9:00 a.m. to 1:00 p.m. Tenant shall at Tenant's sole discretion, use the premises clean and in order, to the strictest limit. Tenant shall at Tenant's sole discretion, be allowed to use the premises in the sidewalk and other adjacent areas for display and storage of goods and materials, but shall not use the sidewalk for storage of goods and materials. Tenant shall be liable for the cost of removal of any of Tenant's refuse and rubbish from the building. If any of Tenant's refuse and rubbish is found at such time as Owner's employees shall be deemed to be present, and the amount of such shall be deemed to be paid as additional tax. Tenant shall not be deemed to be independently contracting for the removal of refuse, nor the collection of refuse, but Tenant shall not wish to have same done by any person or company other than the person or company named in the name of Owner in such circumstances. However, the removal of such refuse and rubbish of any kind shall be subject to such rules and regulations as in the judgment of Owner are necessary for the proper operation of the building.

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1. *Chlorophyll a* and *Chlorophyll b* contents were determined by spectrophotometry using the method of Lichtenthaler and Whistler (1987).

32. The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this lease nor the intent of any provision thereof.

33. The term "Owner" as used in this lease means only the Owner, the mortgagee in possession, for the financing of the land and building (or the mortgagee in possession of the land and building) of which the leased premises form a part. In the event of any sale or sales of said land and building or any lease or leases of all or any part of said land and building, or the sale or sales of all or any part of said land and building, the said Owner shall be and hereby is entirely freed and relieved of all covenants and obligations of the lease, and the said premises shall be deemed and treated without further assignment, but with the release of the parties to the lease, as if the parties and the premises of the lease were sold or leased to the new owner or owners of the building, or of the land and building, took the workover or the lessor of the building has assigned and agreed to carry out, and all covenants and obligations of Owner hereunder. The words "to sell" and "to let" only in this lease are not restricted to their technical legal meaning, but mean "to sell or to let" and the lease shall exclude Saturdays, Sundays and all days designated as holidays by applicable building codes, unless employees receive payment or by the applicable building codes.

Tenant's proportionate share as determined by landlord.

**Adjunct
Exercises
Sheet**

[illegible]

Bills and

Regulations: The United States Government, through its various departments and agencies, has issued numerous regulations and orders governing the conduct of its employees. These regulations are designed to ensure the efficient and economical operation of the Government and to protect the public interest. The regulations are published in the Federal Register and are binding on all Government employees.

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any other land rebate; at the expense of Tenn-
tories from any cause whatsoever in and about the defined premises.
Owner may insure, and keep, and have in and about the defined premises,
other place in the defined premises, or adjacent thereto, all plate and
other premiums therefor shall be refunded to Owner by Owner's Bill
latter of Owner's Bill, and shall be paid to Owner by Owner's Bill
when rendered, and the amount thereof shall be, and payable by, Tenn-
as a condition of sale.

40. Tenant shall pay all its own utility for the demised premises.

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History
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Successors and Assigns

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For ~~Witness~~ Parent, Owner and Tenant have respectively signed and sealed this lease as of the day and year first above written.

Witnesses for Downey

SECOND SOUTHERN BAPTIST CHURCH OF NEW YORK

By: Mario Delbrun

Sea Fruits, Inc

By: Victor Lavarez

GUARANTY

[illegible]

Business Address

Firm Name:

STATE OF NEW YORK

COUNTY OF

On the _____ day of _____ in the year _____ Before
me, the undersigned a Notary Public in and for said State, personally
appeared _____, personally known to me or proved to me on the basis of satisfactory
evidence to be the individual(s) whose name(s) is (are) subscribed to the
within instrument, and acknowledged to me that he (she) / they executed the
same in his (her) / their capacity (ies), and that by his (her) / their signature(s)
on the instrument, the individual(s), and the person upon behalf of whom
the individual(s) acted, executed the instrument.

Notary

IMPORTANT - PLEASE READ

RULES AND REGULATIONS ATTACHED TO AND
 MADE A PART OF THIS LEASE
 IN ACCORDANCE WITH ARTICLE II.

- [illegible]

14. Freight, furniture, business equipment, merchandise and bulky material of any description shall be delivered to and removed from the premises only by the freight elevators and through the freight entrance and exit doors and only during hours and in a manner approved by Owner. Owner reserves the right to inspect all material to be brought into the building and to refuse to accept any material to which violation of any of these Rules and Regulations of the Lease of which these Rules and Regulations are a part.
15. Owner reserves the right to exclude from the building between the hours of 8 P.M. and 6 A.M. on any day of the week, and holidays all persons who do not reside in the building owned by Owner. Owner will furnish passes to persons for whom requests for such passes are made. Tenant shall be responsible for all persons for whom requests for such passes are made to Owner for all acts of such persons.
16. Owner shall have the right to prohibit any advertising or Tenant signs, in Owner's opinion, tends to impair the reputation of Owner's building as described in a building for office or business, and Owner will remove from Owner's Tenant such signs from or discontinue such advertising.
17. Tenant shall not bring or permit to be brought on the premises firearms, any inflammable, explosive, or volatile or dangerous fluid, poison, or any material or other objectionable items, to eliminate it or to eliminate it from the leased premises.
18. Tenant shall not place a load on any floor of the leased premises exceeding the floor load capacity for such floor as designated on any floor plan approved by law. Owner reserves the right to restrict the weight and installation of all such fixtures, machines and equipment. Such load shall be placed, installed and maintained by Tenant at Tenant's expense in accordance with the judgement of Owner as to safety and convenient location, notes and approvals.
19. Tenant and Owner, Tenant covenants and agrees, at its sole cost and expense, to comply with present and future laws, rules and regulations of all state, federal, municipal and local governments, departments, commissions and boards regarding the collection, storage, transportation, disposal and use of waste and refuse. Tenant shall pay all costs, charges, fines, penalties or damages that may be imposed on the Owner of Tenant by reason of, and at Tenant's sole cost and expense, the provisions of this building Rule 12, and at Tenant's sole cost and expense, to indemnify, defend and hold Owner harmless (including reasonable legal fees and expenses) from and against any actions, claims and suits arising from such non-compliance, including claims reasonably satisfactory to Owner.

Example 2

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STANDARD FORM 10

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Key Points

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1. Introduction

Pg 48 of 65
COMMERCIAL Double Net LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and effective October 1st, 201st [Date], by and between Mario Delbrun (property manager) Mario Delbrun [Landlord] ("Landlord") and Jesus Jimenez [Tenant] ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 1340^A Edward L. Grant Hwy [Address of Building] and legally described as follows (the "Building"): MD jewelry and wireless [Legal Description of Building]

Landlord makes available for lease a portion of the Building designated as 1340^A Edward L. Grant Hwy [Suite or Other Number of Leased Building] (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning October 4th, 2010 [Start Date] and ending April 1st, 2013 → MD

Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

B. Tenant may renew the Lease for one extended term of _____ [Renewal Term]. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

2. Rental.

A. Tenant shall pay to Landlord during the Initial Term rental of \$15,120.00 ^{MD} [Annual Rent] per year, payable in installments of \$1,260.00 ^{MD} [Monthly Rental Amount] per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at (Property Manager will pick rent), _____ [Landlord's Designated Payment Address] or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. Tenant shall also pay to Landlord a "Security Deposit" in the amount of _____ [Security Deposit].

B. The rental for any renewal lease term, if created as permitted under this Lease, shall be _____ [Annual Rent in Renewal Term] per year payable in installments of _____ [Monthly Rental Amount] per month.

3. Use

Notwithstanding the foregoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

5. Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

6. Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

7. Property Taxes.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises.

8. Insurance.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

9. Utilities.

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amounts within fifteen (15) days of invoice. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

10. Signs.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

12. Parking.

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees. Tenant shall provide Landlord with a list of all license numbers for the cars owned by Tenant, its agents and employees. Separated structured parking, if any, located about the Building is reserved for tenants of the Building who rent such parking spaces. Tenant hereby leases from Landlord [Number of Parking Spaces] spaces in such structural parking area, such spaces to be on a first come-first served basis. In consideration of the leasing to Tenant of such spaces, Tenant shall pay a monthly rental of [Parking Space Rental] per space throughout the term of the Lease. Such rental shall be due and payable each month without demand at the time herein set for the payment of other monthly rentals, in addition to such other rentals.

13. Building Rules.

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. The initial rules for the Building are attached hereto as Exhibit "A" and incorporated herein for all purposes.

14. Damage and Destruction.

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain

necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

15. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

16. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

17. Condemnation.

If any legally constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

18. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

19. Security Deposit.

The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

20. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

second southern Baptist church

[Signature]
[Landlord]

[Landlord's Address]

If to Tenant to:

[Signature]
[Tenant]

[Tenant's Address]

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

21. Brokers.

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

22. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

23. Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

24. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

25. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

26. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

27. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the un reimbursed balance plus accrued interest to Tenant on demand.

28. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

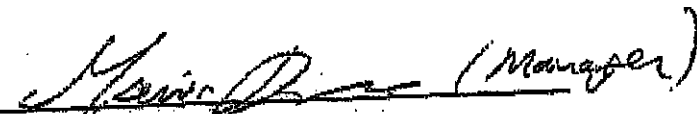
29. Final Agreement.

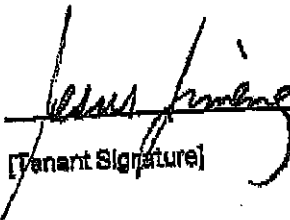
This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

30. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of New York.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.


[Landlord Signature]


[Tenant Signature]

8799

GLORIA A. GLOBEER, residing at 70 New England Drive, Stamford, CT 06903

Owner hereby leases to Tenant and Tenant hereby hires from Owner a store.

in the building known as a portion of 1372 Jessup Avenue
in the Borough of Bronx

(Or until such term shall sooner cease and expire as hereinafter provided) to commence on the
1st day of December _____ in the year 2015 _____, and to run on the
31st day of December _____ in the year 2019 _____, and to run on the
_____ day of _____ in the year 20_____, and
500 hours inclusive at an annual rental rate of \$15,600.00 payable monthly at \$1,300.00 per month.

which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments on any day on the first day of each month, commencing on the 1st day of October of such other month as Owner may designate within any six (6) or less months, whichever event first occurs, shall pay the first monthly installment on the expiration thereof (unless this lease be renewed).

In the event that, at the commencement of the term of this lease, or thereafter, Tenant shall be in default in the payment of rent to Owner pursuant to the terms of another lease with Owner or with Owner's predecessor in interest, Owner may at Owner's option and without notice to Tenant and the amount of such arrears to any monthly installment of rent payable hereunder and the same shall be payable to Owner as additional rent.

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

1. Tenant shall pay the rent as above and as hereinafter provided.
2. Tenant shall keep and occupy the leased premises as a Pizzeria.

and for all other purposes, "shall" shall in all cases be construed to be construed in the same sense as the word "shall" in the same Article. 37

[illegible][illegible]

8799

day of _____ in the year 2011

GLORIA A. GLOBE, residing at 70 New England Drive, Stamford, CT 06903

GLORIA A. GLOBE, residing at 70 New England Drive, Stamford, CT 06903

Owner hereby leases to Tenant and Tenant hereby leases from Owner a store

1st day of December 2016

which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts then, public and private, at the time of payment, in legal money in all cases in payment of all debts and during said term, at the office of the

in the event that, at the commencement of the term of this lease, the lessee is not in compliance with the provisions of the lease, the lessor shall pay and the lessee shall be relieved of the obligation to pay the monthly installment(s) on the execution interest unless the lessee is in compliance with the provisions of the lease.

pay to Owner's option and without notice to the State of the amount of such arrears to any monthly installment of rent payable by Owner as additional rent.

Successors and assigns, hereby covenants and agrees that their heirs, assigns, executors, administrators, legal representatives, estate and assigns shall not be bound by the terms, conditions, covenants and agreements herein contained.

Occupancy: [] Total and [] Partial and, as hereinafter provided, shall be deemed to be the occupancy of the premises for the purposes of this lease.

no other paper - **Printed on all the highest quality** - **Ink in high grade and color**

Personnel and the Commission. Changes in the Commission's membership of any nature without the approval of the President would be a violation of the provisions of the National System of Government and Administration Act. The Commission's functions are to advise the President on the appointment and removal of the members of the Commission and to advise the President on the appointment and removal of the members of the Commission and to advise the President on the appointment and removal of the members of the Commission.

[illegible][illegible]

The following information is provided for the purpose of illustrating the use of the information provided in the preceding pages. It is not intended to be a substitute for the information provided in the preceding pages.

[illegible]

8. I warrant that I am not a partner in any business that is in competition with the business of the Company, and I warrant that I will not become a partner in any such business during the term of this agreement.

[illegible][illegible][illegible][illegible][illegible]

and collection of Tenant's own dues and expenses, and shall cause the same to be covered by the insurance provided for hereafter in Article 8. Tenant shall throughout the term of this lease take good care of the premises, and the fixtures and contents thereof, and shall cause the same to be covered by the insurance provided for hereafter in Article 8.

[illegible]

the same to be contemplated from time to time to the satisfaction of Owing it is technically provided in Article 9 of the Convention that there shall be no allowance to the Tenant for the diminution of rental value on the basis of the part of Owing by reason of maintenance, repairs or improvements.

filling in more than 100,000 letters, 100,000 of which, taken in any portion of the building, including the creation of separate rooms, can be made into a set of 10,000, the desired number of letters, and the number of letters thereof. It is especially well

any failure of a bank to comply with the covenants of this or any direct or indirect loan agreement shall constitute a default under any such loan agreement. The provisions of this Article 2 shall survive the termination or expiration of this Article 2 with respect to the making of loans or the

Window
Claiming: S. Tenant will not clean nor repair, permit, or allow any window in the building to become

of the New York State Tax Court, or of any other applicable law, is of
 Rules of the Board of Taxation and Appeals, or of any other Board
 having an asserting jurisdiction.

6. Prior to the commencement of the lease, if Tenant is then in possession and in all other respects, Tenant at Tenant's sole cost and expense, shall promptly comply with all orders

local governments, departments, commissions and boards and direction of any public process, consultant or law, and all officers, sales representatives of the New York Board of Fire Underwriters and Insurance Services Office, or any similar body which will not be

[illegible]

lease). Except as provided in Article 19 herein, nothing herein

1. The premises shall be used for the purposes of the business of the Tenant and for no other purpose. The Tenant shall not use the premises for any purpose which is prohibited by law or which is contrary to public policy or which is likely to cause damage to the premises or to the health or safety of the public.

2. The Tenant shall not use the premises for any purpose which is prohibited by law or which is contrary to public policy or which is likely to cause damage to the premises or to the health or safety of the public. The Tenant shall not use the premises for any purpose which is prohibited by law or which is contrary to public policy or which is likely to cause damage to the premises or to the health or safety of the public.

3. (a) If the premises are damaged by fire or other cause, the Tenant shall be liable for the cost of repairs and for the cost of any loss or damage to the premises. (b) If the premises are damaged by fire or other cause, the Tenant shall be liable for the cost of repairs and for the cost of any loss or damage to the premises.

4. The Tenant shall not use the premises for any purpose which is prohibited by law or which is contrary to public policy or which is likely to cause damage to the premises or to the health or safety of the public. The Tenant shall not use the premises for any purpose which is prohibited by law or which is contrary to public policy or which is likely to cause damage to the premises or to the health or safety of the public.

5. The Tenant shall not use the premises for any purpose which is prohibited by law or which is contrary to public policy or which is likely to cause damage to the premises or to the health or safety of the public. The Tenant shall not use the premises for any purpose which is prohibited by law or which is contrary to public policy or which is likely to cause damage to the premises or to the health or safety of the public.

6. The Tenant shall not use the premises for any purpose which is prohibited by law or which is contrary to public policy or which is likely to cause damage to the premises or to the health or safety of the public. The Tenant shall not use the premises for any purpose which is prohibited by law or which is contrary to public policy or which is likely to cause damage to the premises or to the health or safety of the public.

7. The Tenant shall not use the premises for any purpose which is prohibited by law or which is contrary to public policy or which is likely to cause damage to the premises or to the health or safety of the public. The Tenant shall not use the premises for any purpose which is prohibited by law or which is contrary to public policy or which is likely to cause damage to the premises or to the health or safety of the public.

8. The Tenant shall not use the premises for any purpose which is prohibited by law or which is contrary to public policy or which is likely to cause damage to the premises or to the health or safety of the public. The Tenant shall not use the premises for any purpose which is prohibited by law or which is contrary to public policy or which is likely to cause damage to the premises or to the health or safety of the public.

Cherry-Lane

Будівництво

Abstract

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the 1990s, the number of people in the world who are under 15 years of age is expected to increase by 1.5 billion, from 1.1 billion in 1990 to 2.6 billion in 2015. The number of people aged 65 and over is expected to increase by 1.1 billion, from 250 million in 1990 to 360 million in 2015. The number of people aged 15-64 is expected to increase by 1.4 billion, from 2.4 billion in 1990 to 3.8 billion in 2015. The number of people aged 65 and over is expected to increase by 1.1 billion, from 250 million in 1990 to 360 million in 2015. The number of people aged 15-64 is expected to increase by 1.4 billion, from 2.4 billion in 1990 to 3.8 billion in 2015.

NOTARY PUBLIC